

Terms and Conditions of the limited tender for the Rate Contract for the supply of IT Consumables for the year 2024-2025

The material will be delivered at the stores of LIC of India, IT DEPARTMENT, 5TH FLOOR, JEEVAN PRAGATI BUILDING, LAXMI NAGAR DISTRICT CENTRE DELHI-110092 or any other place that may be specified by the Corporation if so needed within the stipulated period of 25 days failing which penalty clause will be imposed as below:-

Period within which supply is received	% of penalty
Upto 25 days	Nil
26 to 35 days	2%
36 to 45 days	4%
After 45 days	6% or Order may be Cancelled

For short supply penalty will be as below:

Up to 5 percent - Nil

More than 5 percent to 10 percent - 1 Percent of cost of short supply.

More than 10 percent to 20 percent - 2 Percent of cost of short supply.

More than 20 percent to 30 percent - 3 Percent of cost of short supply.

More than 30 percent --- 5 Percent of cost of short supply or Order may be cancelled also.

Other Terms & Conditions are as follows:-

- 1.** If at any time, material supplied falls below the contractual specifications with regard to the quality and quantity, penalty clause (which will be decided by the Competent Authority on the merit of each case) will be invoked, which is part and parcel of the Conditions of the tender.
- 2.** In the event of any loss/damage being caused to LIC of India on account of the negligence of the vendors or its employees or due to supply of Duplicate material the vendor shall make good the loss sustained by LIC of India, either by replacement of the material /equipment or payment of compensation.
- 3.** Mere submission of the application for tender does not confer the right of selection.
- 4.** The selection of tender would be without any liabilities from our side.
- 5.** Life Insurance Corporation of India reserves its right to reject, accept or cancel the process of the tender selection without assigning any reason thereof for which LIC of India shall neither be liable nor obligatory to inform the applicant the grounds of any such action.
- 6.** Please deposit Tender Fee Rs.100/- (One Hundred Eighteen only) (Fee 100+18GST) and EMD Rs.10000/- (refundable without any interest) Payable by way of cash at cash counter of DELHI DIVISIONAL OFFICE-II SCOPE MINAR 9TH FLOOR LAXMI NAGAR DELHI-110092 or through Demand Draft favoring LIC of India drawn on any scheduled bank payable at DELHI.

- 7.** The Rates are inclusive of all types of taxes and freight/courier charges etc.Except GST and the firm should be GST compliant.
- 8.** TDS (Tax) where applicable will be deducted as per rules.
- 9.** The rates shall be valid for one year from date of acceptance of the tender.The contract can be extended up to further one year on mutual understanding of both the parties with same rates and terms and conditions.
- 10.** Goods/Items supplied should not be more than three months old from the date ofManufacturing. Otherwise we have the right to reject items and cancel the order without further making further correspondence.
- 11.** Vendor must have bid specific authorizationcertificate issued by OEM (Lipi Data System Ltd). If vendor not submit bid specific authorization certificate issued by OEM (Lipi Data System Ltd.) along with bid application firm will be consideredineligible for bidding.
- 12.** Noadvancepaymentsshallbemadeforpurchasingitems.
- 13.** The firm/suppliers who have been blacklisted by any office of LIC of India is not eligible for apply.
- 14.** The firm/suppliers who have been blacklisted by OEM ie Lipi Data System/Printronic India Pvt. Ltd is not eligible for apply.
- 15.** If the Tenderer is registered under DGS&D/NSIC/MSME they have to clearly mention and submit a copy of supporting valid documents. In absence of any such documentsTenderer shall be considered as not registered under DGS&D/NSIC/MSME.
- 16.** The tender notice is also available at our official website www.licindia.in. Overwriting/ white-inking of any word/figure in the quotation unless duly authenticated by the tenderer is liable to be rejected at the discretion of LIC of India.
- 17.** In case of any change/correction in the tender conditions, then corrigendum will be uploadedon our site (www.licindia.in) under the head “Tenders”. In view of thisbidders are advised to visit our site regularly.
- 18.** All the pages of the tender document must be signed and stamped by the authorized person of the Firm.
- 19.** 10% of the value of the contract will be deposited/Bank Guarantee as performancesecurity from the successful bidder or 10% security deposit will be deducted frombill whentotal payment exceeds Rs. One Lakh and refunded after expiry oftender period.No interest is payable on this deposit at the time of refund.Performance security is to beforfeited in the event of a breach of contract in termsof the relevant contract. Security deposit will be charged fromNSIC/MSME registered firms as per the rules ofthe Corporationand Govt. of India.

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20. The tender received after the stipulated time and date will not be entertained.

21. The competent authority reserves the right to relax any of above conditions. Submit all the tender documents duly signed and stamped (each page of the tender) by the authorized person, otherwise tender maybe rejected.

The above terms and conditions are acceptable to us.

Sr. Divisional Manager
(Signature of the vendor with office seal)



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Declaration

I/we have read the instructions appended to the form and I/we understand that if any false information is revealed at a later date, any contract made between ourselves and the Corporation, on the basis of the information given by me/us shall be treated as invalid at the sole discretion of the Corporation and I/we will be solely responsible for the consequences and shall make good all losses caused to LIC of India in the process. I/we agree that the decision of the Corporation in selection of tender will be final and binding on me/us. All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.

I/we have no objection if inspection of my/our premises/workshop, shop etc. is done by the official of the Corporation at any time including inspection of the quality of any or all items of the tender.

Place.....

Date.....

Sign.....
(With seal of firm/company)

Ref: OS/D012/IT Consumable/2024-25

Date:

Quotation/Financial Bid for IT Consumables 2024-2025

SL. No	Name of Item	Part no	BRAND	UNIT	RATE	GST Amt.	Total Amount
1	Cartridge Ribbon for LinePrinter PrintronixP7010 (9000 Pages)	256109-104	PRINTRONIX	1Cartridge Ribbon			
2	Cartridge Ribbon for LinePrinter Printronix P7010 (17000 Pages)	259885-104	PRINTRONIX	1 Cartridge Ribbon			
3	Cartridge Ribbon for Line Printer Printronix P7010 (30000 Pages)	259890-404	PRINTRONIX	1 Box (4 Cartridges Ribbons)			
4	Cartridge Ribbon for Line Printer Lipi 6805 (9000 Pages)	256110-104	Tally Genicom	1 Cartridge Ribbon			
5	Cartridge Ribbon for Line Printer Lipi 6805 (17000 pages)	255661-104	Tally Genicom	1 Cartridge Ribbon			

Please quote the rates for above mentioned items with their item code & Rates will be valid for oneyear.

Signature of the supplier with seal

Notice of Limited Tender for rate contract for supply of IT Consumables

Sr. No	Activity	Details
1	TenderDate	OS/D012/IT Consumable/2024-25Dated:15.04.2024
2	EMD/SECURITY DEPOSIT	EMD Rs.10000/- (refundable without any interest) Payable by wayof cashat cash counter of Delhi Divisional Office-II,or throughDemandDraft favouring LIC of India drawn on any scheduled bankpayableat DELHI. Security Deposit to be done @10% of the accepted tender amount and as per clause no.19 of terms and condition of tender.
3	TenderFee	Fee118/- (One HundredEighteen only) (Fee 100+18 GST)(non-refundable).Payable by wayof cash at cash counter of Divisional Office, Delhi-DO2/DemandDraft favoring LIC OF INDIA drawn on any scheduled bankpayableatDELHI(here in after called Corporation).
4	Addressforsubmission ofbid (To be put inTender Box)	Manager(OS) LifeInsuranceCorporationofIndia, DELHI DIVISIONAL OFFICE-II SCOPE MINAR 9 TH FLOOR LAXMI NAGAR DELHI-110092
5	Submission of Financial Bid Date&Time	Empanelled vendors of DELHI DO-I/DO-II/DO-III /Rohtak Divisional office in category-6 of Supply of IT Consumables are eligible for applying bids in sealedcoverssuper scribed as"Limited Tender for IT Consumables"."Tender Ref:DO-012/IT Consumables. NameofTenderer" by 30st April2024 up to05.30P.M.
6	Financial opening Date/Venue	The sealed covers having Tender papers will be opened by the Tender opening committee on 1stMay2024 at 11:00AM in the presence of bidders or one of their representatives who wishes to attend. Venue address as mentioned above at S.NO.4.
7	ContactDetails	MANAGER(OS) TelephoneNo.011-28822231/22046431 Emailid– os.delhi-do2@licindia.com
8	Official Website(URL)	http://www.licindia.in/tendernotice

The Tender Document can be downloaded from our website <http://www.licindia.in> (tender notice) In case there is any change in the schedule or any correction the same will be displayed on our website and no separate intimation will be given.

Sr. Divisional Manager

Annexure- G

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024., between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.WHEREAS the BUYER proposes to procure (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956. Now Therefore to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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- 1.2** The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3** All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

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- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.1** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.3** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.4** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.5 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.6 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

3.7 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.8 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iv) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.
- 6. Independent Monitors:**
- 6.1** The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
Name, address, email of the Monitor(s):
1) Shri.Arun Chandra Verma, IPS (Retd.)
Flat No C-1204,
C Tower, Amrapali platinum Complex
Sector -119, Noida (U.P)
Email address : acverma1@gmail.com
Mobile No : 8130386387
- 6.2** The task of the Monitors shall be to review independently and objectively, whether and to that extent the parties comply with the obligations under this Pact.
- 6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

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- 6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC**.
- 6.5** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.
- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.



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8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at.....on.....2024.

BUYER		BIDDER	Name of the Officer:
CEO:	Designation		
Deptt./			

Witness		
1.....		1.....
2.....		2.....

(Note: Bidder/Seller/Service Provider
Stores/equipment/item/service
Bidding process/ bid evaluation/process of availing services
Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)